

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>					1. Requisition Number NWWG9510-6-26599		PAGE 1 OF 7	
2. Contract No.			3. Award/Effective Date		4. Order Number		5. Solicitation Number QA1330-06-RQ-0219	
6. Solicitation Issue Date Feb 1, 2006			7. For Solicitation Information Call:			a. Name FAITH WOODS faith.woods@noaa.gov		b. Telephone Number (No collect calls) 228-688-1706
8. Offer Due Date/Local Time Feb 17, 2006 / 12:00 PM			9. Issued By Code WG953023			10. This Acquisition is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100 % for  <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> HubZone Small Business  <input type="checkbox"/> 8(A) NAICS: 423430 Size Standard: 500		11. Delivery for FOB Destination Unless Block is Marked.  <input type="checkbox"/> See Schedule
12. Discount Terms			13a. This contract is a rated order under DPAS (15 CFR 700)			13b. Rating		
14. Method of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			15. Deliver To Code WG950024 NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPS53 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000			16. Administered By Code NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPS53 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000		
17a. Contractor/Offeror Code Facility Code  Telephone No. TIN:			18a. Payment Will Be Made By Code NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPS53 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000					
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>			18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE
		See Page 2						
								24. AMOUNT
25. Accounting and Appropriation Data						26. Total Award Amount (For Govt. Use Only)		
27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached								
27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached								
28. Contractor is required to sign this document and return _____ copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.						29. Award of Contract: Reference _____ Offer Dated _____. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:		
30a. Signature of Offeror/Contractor						31a. United States of America (Signature of Contracting Officer)		
30b. Name and Title of Signer (Type or Print)				30c. Date Signed		31b. Name of Contracting Officer (Type or Print)		31c. Date Signed
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted: _____								
32b. Signature of Authorized Government Representative				32c. Date		32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative						32f. Telephone Number of Authorized Government Representative		
						32g. E-mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number		35. Amount Verified Correct For		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number
<input type="checkbox"/> Partial <input type="checkbox"/> Final								
38. S/R Account Number		39. S/R Voucher Number		40. Paid By				
41a. I certify this account is correct and proper for payment				41c. Date		42a. Received By (Print)		
41b. Signature and Title of Certifying Officer						42b. Received At (Location)		
						42c. Date Rec'd (YY/MM/DD)		42d. Total Containers

## SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Server, HP DL380 G4 7/3.2 2Mb 1Gb, Mfg#: CPR-378736-001 (or equal).	4	EA		
0002	Hard Drive, HP 72.8Gb U320 SCSI 15K Hot Plug, Mfg#: CPR-286778-B22, (or equal).	16	EA		
0003	Server, HP DL360 G4P 7/3.2 2Mb 1Gb, Mfg#: CPR-379753-001, (or equal).	1	EA		
0004	Processor, Intel 7/3.2 Ghz 2Mb DL360G4P Proc, Mfg#: CPR-379817-B21, (or equal).	1	EA		
0005	Hard Drive, HP 36.4Gb U320 SCSI 15K Plug, Mfg#: CPR-286776-B22, (or equal).	2	EA		
0006	Memory, HP 1Gb DDR PC2-3200 Memory, Mfg#: CPM-343055-B21, (or equal).	4	EA		
0007	Memory, HP 2Gb DDR PC2-3200 Memory, Mfg#: CPM-343056-B21, (or equal).	4	EA		
0008	Memory, HP 1Gb PC2700 DDR SDRAM 1x1Gb, Mfg#: CPR-358348-B21, (or equal).	3	EA		
0009	Operating System, MS GSA W2003 SRV STD, Mfg#: MLG-P73-00178, (or equal).	4	EA		
0010	Licenses, MS GSA W2003 SRV CAL Device, Mfg#: MLG-R18-00041, (or equal).	65	EA		
0011	Media (Discs) MS WWF W2003 SRVR STD Media, Mfg#: MWF-P73-00156, (or equal).	1	EA		
0012	Media, Citrix GSA Pres SVR 4 ADV ED 1U, Mfg#: CXG-MW24PSA0001-G, (or equal).	30	EA		
0013	Media, Citrix Presentation SRVR 4.0 Media, Mfg#: CEZ-EW30000001, (or equal).	1	EA		
0014	Processor, HP 7/3.2 2Mb ML370/DL380 G4 Proc Upg, Mfg#: CPR-378749-B21, (or equal).	4	EA		
	Mail quotes to:				
	National Data Buoy Center Attn: Faith Woods Building 1100, 3rd Floor Stennis Space Center, MS 39529				
	Or fax to:				
	Attn: Faith Woods (228) 688-3153				

1. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) .....	3
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9. 52.247-34 F.O.B. DESTINATION (NOV 1991)
10. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (2) 5.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- \_\_\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_\_\_ (4) [Reserved]
- \_\_\_\_\_ (5)
- \_\_\_\_\_ (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_\_\_ (6)
- \_\_\_\_\_ (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_\_ (8)
- \_\_\_\_\_ (i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).
- \_\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

- (10)
- \_\_\_\_\_ (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- \_\_\_\_\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_\_\_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- \_\_\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)
- \_\_\_\_\_ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3) (A)(ii)).
- XX (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- XX (23) 52.225-1, Buy American Act-Supplies (June 2003)(41 U.S.C. 10a-10d).
- (24)
- XX (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- XX (ii) Alternate I (Jan 2004) of 52.225-3.
- XX (iii) Alternate II (Jan 2004) of 52.225-3.
- XX (25) 52.225-5, Trade Agreements (Jan 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- \_\_\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- \_\_\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- XX (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- \_\_\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(35)

\_\_\_\_\_ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**11. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acqnet.gov/far>

(End of Clause)